

Panaji, 4th March, 1976 (Phalguna 14, 1897)

SERIES II. No. 49

OFFICIAL GAZETTE



GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN AND DIU

General Administration Department

Order

No. 16-5-73-GAD

Sub:—Read Order No. 16-5-67 GAD dated 2-12-1975.

Shri M. G. S. Nagorsenkar, Mamlatdar, Bardez who is also holding the additional charge as the Mamlatdar, Bicholim has proceeded on leave on urgent domestic affairs. The nature of leave will be intimated later.

Shri P. S. Nadkarni, Block Development Officer, Mapuca shall hold the charge of the post of Mamlatdar, Bardez with immediate effect in addition to his own duties and until further orders.

Shri X. S. Contoco, Block Development Officer, Bicholim shall hold the charge of the post of Mamlatdar, Bicholim with immediate effect in addition to his own duties and until further orders.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. K. Bhandare, Deputy Secretary (Appointments).

Panaji, 27th February, 1976.

Home Department (Transport and Accommodation)

Notification

HD.21-61/71(T&A)

In exercise of the powers conferred by sub-section (6) of section 2 of the Goa, Daman and Diu Motor Vehicles Tax Act, 1974 (Act of 8 of 1974), the Administrator of Goa, Daman and Diu, hereby appoints the Secretaries, State Transport Authorities of Andhra Pradesh, Kerala, Maharashtra, Karnataka, Tamil Nadu and Pondicherry, who are authorised to collect Motor Vehicles Tax for vehicles covered by South Zone Permit Scheme in their respective States, to exercise the powers and functions of Taxation Authority under the said Act and to collect the tax under the South Zone Permit Scheme on behalf of the Union territory of Goa, Daman and Diu in respect of public carrier goods vehicles which are authorised to ply in the limits of Union territory of Goa in pursuance of the said Scheme.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. K. Bhandare, Under Secretary (Home).

Panaji, 24th February, 1976.

Rural Development Department

Order

No. CDB/Coop/Deput/(VGP)/348/72-73/1172

Read: 1) Govt. Order No. CDB/Coop/348/5909/73 dated 12-12-73.

2) Govt. Order No. CDB/Coop/Deput/348/(VGP)/72-73/10876 dated 26-12-74.

Ref.: 1) M. F. A. L. Development Agency's letter No. MFAL/Goa/1538/75-76 dated 22-12-74.

Ex-post facto sanction is hereby accorded to the extension of deputation term of Shri V. G. Patil, Asstt. Project Officer, Marginal Farmers and Agricultural Labourers Development Agency, Panaji, for a further period of one year with effect from 12-12-1975, under the terms and conditions already specified in the Govt. order referred to above.

By order and in the name of the Administrator of Goa, Daman and Diu.

F. A. Figueiredo, Under Secretary (Planning).

Panaji, 19th February, 1976.

Labour and Information Department

Order

No. LC/1/ID/(176)/76

The following Award given by Shri T. S. Sankaran, One Man Court of Inquiry in the matter of Industrial Disputes between 1) The Barge crew and the owners of the Barges plying in rivers and seas of the Goa Territory and 2) the workmen of the Mechanical Ore Handling Plants in the Mormugao Harbour of M/s. Chowgule and Co. Pvt. Ltd., and the employers M/s. Chowgule and Company is hereby published as required vide provisions of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947).

P. Noronha, Under Secretary (Industries and Labour).

Panaji, 6th February, 1976.

GOVERNMENT OF INDIA

MINISTRY OF LABOUR

Before Shri T. S. Sankaran, Joint Secretary to the Government of India,
Ministry of Labour and Court of Inquiry

In the matter of Industrial Disputes

Between

1. the barge crew and the owners of the barges plying in rivers and seas of the Goa Territory.

2. the workmen of the Mechanical Ore Handling Plant in the Mormugao Harbour of M/s. Chowgule & Co. Pvt. Ltd. and the Employers, M/s. Chowgule & Co. Pvt. Ltd.

Appearances:

For Employers — Shri H. K. Sowami, Advocate.
For Workers — Shri P. K. Rele, Solicitor & Advocate.

AWARD

1. By its Notification No. LC/ID(176)/73/270 dated the 28th February, 1974, published in its Official Gazette the Government of Goa, Daman and Diu in the Labour and Information Department constituted, in exercise of the powers conferred by Section 6 of the Industrial Disputes Act, 1947, a one Man Court of Inquiry to be presided over by me for inquiring into certain matters. Full text of the Notification is reproduced below:

**«GOVERNMENT OF GOA, DAMAN AND DIU
LABOUR AND INFORMATION DEPARTMENT
SECRETARIAT, PANAJI-GOA**

No. LC/ID(176)/73/270 Dated: 28th February, 1974

Notification

WHEREAS the Government of Goa, Daman and Diu is of the opinion that there is serious industrial unrest in the Inland Water Transport Industry including handling, movement and transportation of cargo/ore by barges in the rivers and seas of Goa and there is a necessity for analysing the causes of such industrial unrest and to find remedies thereof;

NOW, THEREFORE, in exercise of the powers conferred by section 6 of the Industrial Disputes Act, 1947, the Lieutenant Governor of Goa, Daman and Diu hereby constitutes One Man Court of Inquiry presided by Shri T. S. Sankaran, Joint Secretary to Government of India, Ministry of Labour, New Delhi, for enquiring into the following matters:—

«I. (1) Taking into consideration the recommendation of the Barua Award and subsequent settlements, what are the causes for the industrial dispute between the barge crew and the owners of the barges plying in rivers and seas of the Goa Territory;

(2) What are the causes of the industrial dispute between the workmen of the Mechanical Ore Handling Plant in the Mormugao Harbour of M/s. Chowgule & Co. Pvt. Ltd. and the employers, M/s. Chowgule & Co. Pvt. Ltd.?

II. (i) What should be the remedies aimed to restore normalcy and industrial peace on a long basis in the industries referred to in item 1(i) and 1(2) above».

The Court shall complete its inquiry and submit its report to the Government referred to above within 6 months of the date of commencement of its inquiry.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

Sd/-

S. C. PANDEY

Secretary, Industries and Labour

2. A public notice was issued on 29-3-1974 by the Secretary to the Court of Inquiry giving notice to the public and interested parties. In addition, notices were also issued to various organisations of employers and workers and to other parties who might be interested in the matters to be inquired into by the Court. From the representations received, it appeared that apart from the Government of Goa, Daman and Diu (hereinafter referred to as the 'Government'), the only parties interested in appearing before the Court of Inquiry were the Goa Mineral Ore Exporters' Association (hereinafter referred to as the 'Association'), M/s. Chowgule Co. Pvt. Ltd., Mormugao Harbour (hereinafter referred to as the 'Company') and the Goa Dock Labour Union, Vasco da Gama (hereinafter referred to as the 'Union'). It may also be pointed out that after a certain stage in the proceedings of the Court, the Union did not participate in further proceedings with the result that at the stage of examination of witnesses as well as at the stage of arguments, the hear-

ings were ex-parte, with only the representatives of the Association and the Company being present, as also the Labour Commissioner to the Government.

3. At the first hearing on 21-6-1974 when the representatives of the Association, the Company and the Union as also representative of Government were present, certain preliminary points were raised. One related to permitting lawyers to appear on behalf of the parties before the Court. At this hearing the Association, the Company and the Union were represented by Advocates and all of them agreed that while under Section 36(3) of the Industrial Disputes Act, 1947 hereinafter referred to as «Act» parties cannot claim, as of right, representation by legal practitioners, the Court may at its discretion permit this. Keeping this in view, and also the provisions of Section 36(4) of the Act which is restricted only to proceedings before a Labour Court, Tribunal or National Tribunal and not before a Court of Inquiry, the parties were permitted by me to be represented by legal practitioners in the proceedings before me. However, as I have already pointed out earlier, neither the Union nor its Advocate participated in the later half of proceedings when evidence was recorded and arguments were heard.

4. The next point which is more substantive in nature, related to the objection raised by the union according to which the Court cannot proceed to enquire into any matter for the reason that the Notification of the Government makes no specific reference of any matter appearing to be connected with or relevant to any dispute. It was argued on behalf of Union that since there has been no order of reference issued by the appropriate Government under the provision of Section 10(1)(b) of the Act, no proper reference has been made before the Court, and, therefore, the Court is not seized of any matter for the purpose of the inquiry. It was further urged that the notification under which the Court has been set up cannot be construed as an order of reference made by Government under Section 10(1)(b) of the Act for the reason that the order of reference must be specific and be an independent order and cannot be mixed with the order constituting the Court itself under Section 6 of the Act. Referring to the Preamble to the Notification, the Union urged that it only refers to the opinion of the Government of Goa, Daman and Diu that there is a serious unrest in the Inland Water Transport Industry and there is necessity for analysing the causes of such industrial unrest and to find remedies thereof; this, the Union argued, is a vague statement as to the existence of serious industrial unrest and would not amount to the formation of an opinion by the Government about an industrial dispute existing between the parties. It was further argued on behalf of the Union that the portion of the Notification requiring the Court to suggest remedies aimed at restoring normalcy and industrial peace on a long term basis is wholly without jurisdiction, as a Court of Inquiry under the Act cannot suggest substantive remedies; the determination of disputes can only be through industrial adjudication and cannot form any part of the powers of the Court of Inquiry.

5. As against this it was argued on behalf of the Government that all these objections raised are without basis, and that there is no necessity for issuing two different notifications or orders — one setting up the Court and another referring the matters to it. The omission to mention specifically Section 10(1)(b) under the Notification is not fatal. The very fact that Section 6(1) of the Act referred to «any matter» would also cover remedies that can be suggested by the Court. The same line of argument was also adopted on behalf of the Association and the company and it was also urged on their behalf that the Notification must be read as a whole in which event it is clear that the Notification not only constitutes the Court of Inquiry but also refers specific matters to it. It is not as though the Union itself has denied the existence of industrial unrest or of industrial dispute.

6. Having heard the arguments on this question, it was decided by me on 22-6-1974 that the Notification is adequate and valid and that the Court, on the basis of this Notification, can proceed with the enquiry. It was also announced that a detailed order on this would be incorporated in the final report of the Court.

7. On this the Union had again submitted on the 4th of July 1974 that the order pronounced by me on 22-6-1974 was not a correct order and that it would like to test its validity before an appropriate court. However, the Union added that for that reason alone, it would not like to hold up enquiry and without prejudice to its right to challenge the validity of the order, the Union submitted its written state-

ment on 4-7-1974. In this statement the Union again urged that there is no industrial dispute between the Association and the Company on the one hand and the Union on the other and, therefore, the enquiry into the causes for such non-existing and un-apprehended industrial dispute does not arise. However, according to the Union, if the Government is of the opinion that it would not be necessary to give details of the industrial disputes which they have in mind at the time when the Court was constituted, the Government may be directed to give such details and it would then be possible for the Union to submit its written statement with regard to the causes of such industrial disputes.

8. In reply to this further statement of 4-7-74 by the Union, the Government filed on 1-8-74 a rejoinder contesting the Union's claim that there are no industrial disputes. According to the Government, the Union had prematurely terminated the Memorandum of Settlement of 10th September 1971 and the Arbitration Award of 18th December, 1970 and by its letter of 26th September, 1973, the Union informed the Management that fresh charter of demands will be submitted and began stoppages of work and slow-down in the industry. This, the Government urged, amounted to existence of disputes or apprehension of disputes in the opinion of the Government. The Government further added that when they intervened in the matter, the General Secretary of the Union, Shri Mohan Nair, gave an assurance on behalf of the workers that they would call off agitation and resume normal work if a Court of Inquiry was appointed under Section 6 of the Act to inquire into the causes of industrial unrest among the barge crew and workmen of Mechanical Ore Handling Plant and to suggest remedies to end the same. A copy of a letter dated 19th December, 1973 from General Secretary of the Union addressed to the Secretary, Industries & Labour Department of the Government of Goa, Daman & Diu was also attached to the rejoinder of the Government dated 1st August 1974. In the above-mentioned letter, it has been stated as follows:

«The Union agrees to call off all agitation and resume normal work, as before, in all barges (sic) of Mechanical Ore Handling Plant, Marmugao Harbour if the Government appoints a Court of Inquiry under Section 6 of the Industrial Disputes Act, 1947 to enquire into the causes of industrial unrest among the barge crew and workmen of Mechanical Ore Handling Plant and suggest remedies to end the same.»

9. In the context of this letter of the Union and in pursuance of which, it is clear, the Court of Inquiry has been appointed, the preliminary objection raised by the Union appears to be strange. By agreeing to call off agitation and to resume normal work as contained in the above letter, the Union obviously admits the existence of industrial unrest and industrial disputes. The Union itself has specifically demanded the setting up of a Court of Inquiry for the purpose. In these circumstances, I have no hesitation in holding that the Notification of the Government of Goa, under which the Court of Inquiry was constituted is adequate and valid and that I can proceed with further inquiry into matters contained in the Notification; no separate order under Section 10(1)(b) of the Act listing out industrial disputes as demanded by the Union is necessary.

10. Though the Union did not participate in the later stage of the inquiry when evidence was recorded and arguments heard, it had participated in the inquiry earlier when the issues were framed; the Union also filed a list of documents (though copies of document were not sent to the Court, who had, therefore, to obtain it from the Association or Company) as well as a list of witnesses. Presumably the Union for reasons best known to it was not interested, at a subsequent stage, in the outcome of this inquiry. It must be added that at every stage of the proceedings, notices were sent to the Union of the dates and places of hearing.

11. At the hearing by the Court on the 26th of October 1974 at which both the parties were present, the following issues were finalised.

1. (a) Whether the agreement dated the 10th September 1971 between the Goa Dock Labour Union and the eighteen individual bargemen was a settlement under the Industrial Disputes Act, 1947?

(b) If not, is the agreement binding on the parties thereto?

2. Whether any of the parties have violated the terms of the agreement and if so, what is the effect of such violation on the binding nature of the agreement?

3. (a) If the finding on issue 1 above is in the affirmative, whether the letter dated 26th September, 1973 of the Goa Dock Labour Union terminating the agreement dated 10th September, 1971 is valid and correct in respect of any of the employers who were parties to the agreement and what were the causes for such termination?

(b) Whether the letter dated 26th September, 1973 of the Goa Dock Labour Union terminating the arbitration award dated 10th January 1971 is valid and correct in respect of any of the employees, who were parties to the award and what were the causes for such termination.

4. Whether there were strikes/threats resorted to by the bargecrew and whether there was any lay off resorted to by any of the employers, after the Barua Award and settlements dated 10th September 1971 and 2nd November 1971 (for Chowgules) as contained in the statement submitted by the Labour Commissioner, Goa and the statement of case submitted by the Goa Mineral Ore Exporters' Association dated the 9th May 1974 to the Court of Enquiry; what were the causes; how were they finally resolved and whether they were legal and/or justified?

5. Whether there were strikes/threats/agitations/go slow resorted to by the workmen of the Mechanical Ore Handling Plant of Chowgule & Company and whether there was any lay off resorted to by the employer, as contained in the statement of the case by the Company dated 18-5-1974 and the statement of strikes, etc. dated 26-8-74 submitted by the Assistant Labour Commissioner(C), Vasco da Gama to the Court of Enquiry; what were the causes; how were they finally resolved and whether they were legal and/or justified.

6. Whether there has been any change in the pattern of working and/or any increase in the workload and/or decrease in the manning scale in respect of any of the operations relating to the barge crew after the Barua Award and in respect of the workmen of the Mechanical Ore Handling Plant of Chowgule & Co. after June 1970? If so, how far have these been envisaged and provided for in the Barua Award and the subsequent settlements dated 10th September 1971 and 2nd November 1971 (Chowgules).

7. In the light of the findings on issues 1 to 6, what were the causes of the industrial dispute/industrial unrest between the Bargecrew and Owners of Barges plying in the rivers of Goa and between workmen employed by M/s Chowgule & Co. Pvt. Ltd. at its Mechanical Ore Handling Plant and the said Company, and

8. What should be the remedies for achieving industrial peace on long-term basis in respect of the establishments covered by the Court of Enquiry.»

12. After the issues had been finalised, as indicated above, time was given to both sides for furnishing and exchanging list of documents as well as list of witnesses. At the further hearing held on 7-12-74 at which both the Employers' and Workers' sides were present, the Employers' side filed their list of witnesses as well as list of documents; copies of documents were also given to the Workers' side. On behalf of the Union, a list of witnesses was filed and they were given time till 16th of December for handing over their documents with the list to other side under copy to the Court.

13. The hearings were held in Vasco da Gama under notice to all the parties in February 1975. Excepting for the presence of a representative of the Union at the time of local inspection held on 9-2-75 of the Mechanical Ore Handling Plant, barge loading etc., the Union's representatives did not participate in further stages of the proceedings. The Employers' representatives were, however, present throughout the hearing. A further local inspection was made by me on 10-2-75 of the Iron ore loading points from where iron ore is loaded on to the barges from the loading points near the mine sites.

14. On behalf of the Employers, i.e. both the Association and the Company, 9 witnesses were examined. They were:—

1. Shri A. S. Angle, Engineer-in-charge, MOHP of M/s Chowgule & Co.

2. Capt. Y. G. Prabhu, Manager, MOHP & Barge Establishment of M/s Chowgule & Co.

3. Shri J. Crasto, Incharge, River Fleet of V. M. Salgaoncar Brothers & Pvt. Ltd. and Salgaoncar mining industries.
4. Shri N. D. Kosambi, Store-keeper of V. S. Dempo & Co. Pvt. Ltd., Old Goa.
5. Shri A. S. Tambavekar, General Manager, Dempo Engineering Works Pvt. Ltd., Old Goa.
6. Shri L. A. Correia, Administrative Manager of V. M. Salgaoncar & Brothers Pvt. Ltd. and group of companies.
7. Shri Ramesh Kurelkar, Executive of Sociedade de Fomento Industrial Pvt. Ltd.
8. Shri K. A. Soudagar, Personnel Officer of Sociedade de Fomento Industrial Pvt. Ltd.
9. Shri D. P. Sinha, Labour Officer of M/s Chowgule & Co. Pvt. Ltd., Marmugao.

Besides the above, Shri D. V. Ramachandra, Labour Commissioner, Government of Goa, Daman and Diu and Shri S. B. Singh, Assistant Labour Commissioner (C), Vasco da Gama were examined as Court witnesses. (Shri S. B. Singh also functioned as Secretary to the Court of Inquiry). I do not propose to summarise the evidences in the case at this stage but shall have occasion to refer to them whenever necessary while discussing various issues on which I will have to give my finding.

15. *Issue No. 1:* This issue is in two parts and reads as follows:—

1(a) Whether the agreement dated the 10th September 1971 between the Goa Dock Labour Union and the eighteen individual bargemen was a settlement under the Industrial Disputes Act, 1947?

(b) If not, is the agreement binding on the parties thereto?

Based on an arbitration agreement under Section 10A of the Industrial Disputes Act between 19 barge owners and the Union various items under dispute between parties relating to wages and allowances of different categories of barge crew, normal complement of barge crew, working conditions, working hours, etc., were left to the arbitration of Shri D. N. Barua, Secretary, Industries and Labour Department of Government of Goa, Daman and Diu. In his Award dated 18th December, 1970 which was duly published in the local Gazette, the learned Arbitrator dealt with these matters exhaustively and gave his Award on each one of the various matters. It is seen through the evidence of Shri Correia that in the arbitration proceedings the Union was allowed to raise any matter regarding terms of reference and that no restriction was placed. On going through the Award also, it is clear that various matters were raised and Award given on each one of these matters. Therefore, it would appear that the Award, at least in respect of these 19 employees and the Union who were parties to it, had decided various matters connected with the wages, allowances, working conditions, hours of work etc. of the barge crew. However, it would appear that certain clarifications became necessary on certain points covered by the Award. Two settlements mutually between the parties were reached on the 1st of February 1971 and the 8th February 1971. There seems to have been some other provisions requiring clarification and the agreement dated 10th September, 1971 is in pursuance of further discussion on these matters held between the representatives of the Association and the Union. By a covering letter dated 28th September, 1971 addressed to the Labour Commissioner, Government of Goa, the Union and Association had jointly forwarded a copy of this settlement. By that letter the parties also jointly requested the Labour Commissioner to take necessary steps to have dispute relating to interpretation of the Award settled under Section 12(3) of the I. D. Act in terms of the above Settlement reached between the parties. This was in pursuance of Clause 17 of the Settlement according to which the parties agreed to take necessary steps to get the settlement signed before the Conciliation Officer, Government of Goa under Section 12(3) of the I. D. Act. Shri L. A. Correia, in his evidence, stated that this matter was taken up with the Labour Commissioner. He was told by the Labour Commissioner that unless the demands were raised before him, he cannot agree to sit in conciliation. When, however, Shri Mohan Nair, General Secretary of the Union was requested by the Association to formally raise the demands before the Labour Commissioner, Shri Nair did not do so.

Subsequently when the parties were before the Labour Commissioner on some other work and at Shri Nair's raising this matter, he was told by the Labour Commissioner that Shri Nair cannot take the view that it was not a valid settlement as the settlement between the parties has already been registered with him. It would, therefore, appear that the settlement of 10th September, 1971 is a valid settlement under the Industrial Disputes Act entered into between the parties. Further it is also not in dispute that the Union by its letter dated 26th September 1973 had written to the Employers terminating the settlement under Section 19 of the I. D. Act; along with this the Union also by the same letter gave notice of termination of the Barua Award. The Union further added that fresh charter of demands in respect of barge crew would be given in due course. It is thus clear that the Union itself by its specific action in issuing notice of termination of the settlement had accepted the position that the settlement is a valid one under the Industrial Disputes Act.

In view of this my finding on both the parts of this Issue is that the settlement dated 10th September 1971 between the Union and the individual barge owners is a valid settlement under the I.D. Act and binding on the parties thereto.

16. *Issue No. 2:*

Whether any of the parties have violated the terms of the agreement and if so, what is the effect of such violation on the binding nature of the agreement?

In its claim statement, the Union had alleged that the Employers themselves had violated the provisions of the said agreement and, therefore, impliedly, the Employers had terminated, by their action, the settlement even prior to the notice given by the Union terminating it. The Union also in its claim statement refers to two letters of the Union dated 10-9-73 and 30-10-73 in which they claimed to have given reasons why it was necessary for them to terminate this settlement. Excepting a copy of one letter of 10th September 1973 addressed to one of the Employers—M/s. Fomento Barges Pvt. Ltd.—the list of documents filed by the Union did not contain the other letter. Even this letter did not specifically list out various items of the Award or the Settlement of 10th September, 1971 which have not been implemented by this Employer. However, the list of documents filed by the Association contains a copy of the letter from the Union dated 30-10-73. This letter which is addressed to all barge owners of Goa for immediate attention alleges non-implementation of certain provisions of the Settlement of 10th September 1971 by some of the barge owners. This alleged non-implementation relates to Clauses 1, 2, 13 and 16 of the Settlement. No details are given of the barge owners who have not implemented the relevant provision. In respect of Clause 16 relating to the setting up of Joint Consultative Committee, the complaint was that only two meetings were held of the Committee and that the other operative part of the clause has not been implemented by both the parties. In the concluding part of this letter, the Union has also stated that it is fully aware that there are barge owners who have implemented all the clauses of the agreement and so-called settlement and this being a common agreement or the award, whatever you may call it as, and as you are represented always by your common representatives, we are forced to terminate the agreement or the award of those employers also for which we are not at all to be blamed. On the contrary, their colleagues are responsible to the state of affairs which led to this unhappy atmosphere. In the absence of any details furnished by the Union as to the names of employees who were alleged to have violated any of the provisions of the agreement and in the absence of any evidence from the union, it is not possible to conclude that any of the employees had violated the terms of the settlement. Even should there have been any non-fulfilment of the terms of the settlement by either party, the binding nature of the settlement is not in any way vitiated; the remedy for getting the terms of settlement fulfilled lies by way of claim petitions or by complaints to the authority under the I. D. Act.

17. *Issue 3(a) and (b):*

(a) If the finding on issue 1 above is in the affirmative, whether the letter dated 26th September, 1973 of the Goa Dock Labour Union terminating the agreement dated 10th September, 1971 is valid and correct in respect of any of the employers who were parties to the agreement and what were the causes for such termination?

(b) Whether the letter dated 26th September, 1973 of the Goa Dock Labour Union terminating the arbitration award dated 10th January 1971 is valid and correct in respect of any of the employers, who were parties to the award and what were the causes for such termination.

The settlement dated the 10th September and the Barua Award have been sought to be terminating by the Union through its letter addressed to all the barge owners dated the 26th September, 1973. The contents of the letter reads as follows:—

«We invite your kind attention to the above mentioned Memorandum of Settlement signed between the Barge owners of Goa (whose names are enclosed herewith and marked as Annexure 'A').

We are hereby informing you that you being a party to the above said Settlement/Agreement we are terminating the said Agreement and this Notice is served on you under the Provisions of Section 19 of the Industrial Disputes Act, 1947.

We also invite your kind attention to the Award given by Shri D. N. Barua I.A.S., published in the Government Gazette No. 41, Series II dated 11-1-1971 and by this Notice, we are also to communicate you that we are terminating the said Award also under the provisions contained under Section 19 of the Industrial Dispute Act, Fresh Charter of Demands in respect of the Barge Crew will be forwarded to you in due course. In the meantime, kindly acknowledge receipt of this Notice.

Thanking you and assuring you of our cooperation at all times».

It would appear that several Employers had replied to the effect that the notice of termination of settlement is not in accordance with the provisions of the Section 19(2) of the I.D. Act as the operational period of the said settlement runs upto 6th June, 1974. To this, the union had again written to the various Employers on the 30th October, 1973, a reference to which has already been made by me under Issue No. 2.

Clause 15 of the Settlement of 10th September, 1971 reads as follows:

«It is agreed that the present settlement shall be in force for a period of 3 years from 7th June 1971. The Union assures industrial peace during this period and further agrees that it shall not raise any demand or dispute covered by the award/by settlements».

It is, therefore, clear that the settlement of 10th September, 1971 is valid and binding in terms of Section 19(2) of the I.D. Act up to 6th June, 1974. It is only after this specific period which has been agreed to by the parties is over that the union can in terms of the above-mentioned subsection give a notice in writing of its intention to terminate the settlement. In view of this, the notice seeking to terminate the settlement even before the period of settlement is over is not valid.

As far as the award is concerned, technically the award would be in operation for a period of one year from the date on which the award has become enforceable under Section 19(3) of the I.D. Act. In this connection it is relevant to mention that the settlement of 10th September 1971 in brief refers to two earlier settlements of 1-2-71 and 8-2-71 in which the parties reached agreements clarifying and agreeing to certain provisions of the award given by the arbitrator; it was also decided by the parties that the remaining provisions needing clarification will be discussed further and a settlement arrived at. The subsequent settlement of 10-9-71 relates to the clarifications and agreements on the other outstanding matters arising out of the award. It is clear, therefore, that the agreed portions of the award have already impliedly, become part of the subsequent settlements of 1-2-71 and 8-2-71 and 10-9-71 which contain additional clarifications on certain points arising out of the award. Therefore, technically the provisions of the award have already been built into these settlements. This is further clear from the assurance, in Clause 15 of the settlement of 10-9-71, already referred to that industrial peace during this period will be assured and that the union shall not raise any demands or dispute on the matters covered by the award/by the settlement. In view of this, the letter of the union, dated the 26th September, 1973 terminating the award is also not valid.

18. Issue No. 4:

Whether there were strikes/threats resorted to by the bargecrew and whether there was any lay off resorted to by any of the employers, after the Barua Award and settlements dated 10th September 1971 and 2nd November 1971 (for Chowgules) as contained in the statement submitted by the Labour Commissioner, Goa and the statement of case submitted by the Goa Mineral Ore Exporters' Association dated the 9th May 1974 to the Court of Enquiry; what were the causes; how were they finally resolved and whether they were legal and/or justified?

The Labour Commissioner, Government of Goa, who was examined as a court witness has filed a statement (Exh. C-3) showing the details of various work stoppages in respect of the barge crew after the Barua Award. Some of these work stoppages relate to specific employers and one of them relates to all the employers. In his evidence, the Labour Commissioner has stated that with effect from 1-11-73, the barge establishments have been declared as 'public utility service' by the Goa Government under the I.D. Act. He has also in his evidence stated that in respect of the various strikes listed as Exh. C, no notice was received and that usually he got information by telephone or telegram from the concerned employers after the strike had commenced. It is also in his evidence that there are about 4000 persons employed as barge crew in the various barges and that the Goa Dock Labour Union would appear to be the only union functioning among the barge crew with a total membership of 2,500 to 3,000.

A large volume of evidence has been let in by the Association and the Company detailing the origin of various strikes and how they were ultimately resolved. It is not necessary to go into the cases of each one of these individual cases of strikes. The pattern by and large appears to be to call a strike to expedite the settlement of any particular demand or group of demands. It would also appear from the evidence of the employers that invariably in all these strikes, the management come to terms with the union in one form or another lest the strike should affect the export of iron ore and also lest the continuance of strike should mar the image of the employer in the matter of fulfilling his contracts with the importing agencies. According to the managements, the very delicate position in which they found themselves compelled them to come to terms with the union even though many of these demands would not be justified on merits particularly after the various matters relating to barge crew had been decided through the Barua Award and the subsequent settlements.

The Association has also filed a statement giving the list of work stoppages. There are minor discrepancies between this statement and the Ex. C-3 but these are not very relevant for the determination of this issue.

The detailed listing out of each of the individual work stoppages or lay-off with reasons therefor and the manner in which they are ultimately sorted out is not, in my view, necessary for the purposes of reaching a broad conclusion on this issue; it can be safely concluded that at least from the date from which the barge crew establishments were notified as public utility service, the strikes that have taken place after that date were not legal insofar as no notice of strike prescribed under the I. D. Act has been given in respect of such strikes. Even prior to the notification of these establishments as public utility service, the details of these strikes as ascertained by me from oral evidence as well as from records would appear to show that even, should some of these strikes may be legal, they could not be considered as justified. In coming to this conclusion, I have kept in view the fairly elaborate terms of the Barua Award and the subsequent settlements; they, by and large, have covered almost all the important terms and conditions of employment and there should have been little or no occasion for the union to have resorted to strikes legally or illegally in furtherance of additional demands. To this extent, I do not think that these strikes even if they were illegal are fully justified.

19. Issue No. 5:

Whether there were strikes/threats/agitations/go slow resorted to by the workmen of the Mechanical Ore Handling Plant of Chowgule & Company and whether there was any lay off resorted to by the employer, as contained in the statement of the case by the Company dated 18-5-74 and the statement of strikes etc. dated 26-8-1974 submitted by the Assistant Labour Commissioner (C), Vasco da Gama to the Court of Enquiry; what were the

causes; how were they finally resolved and whether they were legal and/or justified.

The Assistant Labour Commissioner (C) at Mormugao who was examined as a Court witness has filed a statement showing work stoppages in the Mechanical Ore Handling Plant—Exc. C-1. There is another statement on the same subject filed by the employers. The appropriate Government under the I. D. Act in respect of the MOHP is the Central Government. MOHP being a part of the Ports and Docks is a public utility service under the I. D. Act. The Assistant Labour Commissioner (C) in his evidence has stated that excepting in one case of strike—items 8-12 of Exh. C-1, no notice of strike was received by him from the union. In respect of the strikes covered by items 8-12 of Exh. C-1, the Assistant Labour Commissioner (C) has stated that notice was given on 21-1-1974. Considerable amount of evidence, oral and documentary, has also been let in by the company in respect of these matters.

The Assistant Labour Commissioner (C) has also in his evidence stated that the Goa Dock Labour Union is the only union operating in the Port and to the best of his knowledge all the workers are members of the union. It has been in existence in the MOHP from early 1972 or close of 1971.

I do not consider it necessary to discuss at length the details of each one of these strikes. I have carefully gone through the evidence and I find that the proximate causes leading to these work stoppages were not such as could not have been settled without recourse to strike, legal, or illegal. In this view, these strikes will have to be held to be unjustified and to the extent that some of the strikes were also launched without proper notice under the I. D. Act, such strikes were also illegal.

20. Issue No. 6:

Where there has been any change in the pattern of working and/or any increase in the work load and/or decrease in the the manning scale in respect of any of the operations relating to the barge crew after the Barua Award and in respect of the workmen of the Mechanical Ore Handling Plant of Chowgule & Co. after June 1970?

If so, how far have these been envisaged and provided for in the Barua Award and the subsequent settlements dated 10th September, 1971 and 2nd November 1971 (for Chowgules).

In the absence of any evidence let in to the contrary by the Union and in the absence of any cross examination by the Union of the employees' witnesses, I am left with no option but to go by the unilateral evidence that has been adduced on these matters by the employers i.e. both the Association and the Company. A considerable amount of argument based on various documents has also been advanced by the learned Counsel of the Employers to urge that there has not been any increase in the workload or decrease in the manning scales other than those that have been envisaged in the Barua Award or the subsequent settlements. I have also gone through the figures of handling of iron ore by the Mechanical Ore Handling Plant and the barges in respect of M/s Chowgule & Co. for the last few years and I see no evidence to show that the work load has been increased in any unilateral fashion.

In the absence of any evidence to the contrary, I am compelled to conclude on the basis of available evidence—though one sided—that there has been no unwarranted change in the pattern of working or increase in the workload or decrease in the manning scales other than what has been provided for in the Barua Award and in subsequent settlements.

21. Issues Nos. 7 and 8:

7. In the light of the findings on issues 1 to 6, what were the causes of the industrial dispute/industrial unrest between the Barge crew and Owners of Barges plying in the rivers of Goa and between workmen employed by M/s Chowgule & Co. Pvt. Ltd. at its Mechanical Ore Handling Plant and the said Company, and

8. What should be the remedies for achieving industrial peace on long-term basis in respect of the establishments covered by the Court of Enquiry.

That there has been industrial unrest both in respect of the barge crew establishments and in the Mechanical Ore Handling Plant is not in doubt if one were to consider the large number of work stoppages that have taken place in these establishments. That such work stoppages should have taken place and that the matters relating to these work stoppages should have been sorted out sooner or later and work resumed, particularly when the major terms

and conditions of the employees have already been agreed to by the parties in terms of the awards and the settlements, appear strange. The basic feature of the situation, as one sees it, is the existence of a single union powerfully entrenched both among the barge crew as well as the workers of the Mechanical Ore Handling Plant. This, coupled with the fact that both the barge establishments as well as the Mechanical Ore Handling Plant are dealing with a single commodity, Iron ore, all of which is exported through the Port of Goa, has resulted in a situation where the managements could not afford any work stoppages in these industries. Advantage has been taken of this situation by the powerful and well-entrenched union to get concessions from one or the other employer or all of them under a threat of strike or by an actual strike. The fact that after each strike workers have been able to get from the management or the managements concerned some, if not the whole of their demands conceded has merely resulted in easy recourse to strike as a method of getting increasing demands on the managements being conceded to the union.

In this connection it is relevant to produce extracts from the rejoinder by the union to the written statement to the Association:

«It is submitted that the trade unions use the methods of collective bargaining so that they can defend and if possible improve the workers' terms and conditions of employment. The unions are out to raise wages to shorten hours and make working conditions safer, healthier and better in many other respects. In order to achieve these objectives, the trade unions have to resort to collective bargaining so that there would be proper regulations and control of the conditions of employment of the workers. In the process of collective bargaining, trade unions are sometimes required to exercise certain economic pressures upon the employer so as to make the employer agree and accept the workers' demands. This basic right is very much basic to the functioning of the trade unions and whenever and wherever a trade union gets such an opportunity to impose its economic sanctions and pressure upon the employer in order to make the working conditions of the workers safer, healthier and better, it would not hesitate to such an opportunity. It is submitted that whenever the employer or for that matter, the Government refuse to recognise this particular aspect of trade unions' function, they have not understood the role of trade unions in the field of industrial democracy. It is submitted that it is not the function of any Court of Inquiry to express its opinions as to how and when and where a trade union should exercise its right to impose economic pressures or sanctions upon the employer in order to obtain betterment in conditions of service of the employees. It is normally for the trade unions concerned to do so. The Employer has no right to give his judgement and express his interest opinion on this subject. The employer is never expected to say that what a union does is good or is in the interest of the workers, unless such a union is sponsored and patronised by him and plays to the tune of the employer. But a free and democratic union which is absolutely free from any influence either from the employer or from the Government would strongly resent criticism of employer with regard to its functioning and methodology of its approach to trade unions' issues».

The Union has stated similar sentiments in its rejoinder to the written statement of the Company also.

It is not my intention to indicate to the union, as apprehended by the Union, as to how and when and where it should exercise its right to impose pressures or sanctions upon the Employers. While the intention of the union to strike and to achieve better conditions of employment is not questioned, what is relevant in the present case is whether a union which has entered into agreements with the employers on the matters relating to the terms and conditions of employment and which agreements continue to be in force during the currency of these settlements and agreements can raise disputes in respect of the same matters and can take recourse to the ultimate economic sanction of a strike.

I think the sanctity of settlements should be respected for the period during which such settlements are in force. If for any reason, any relevant clause of the settlement requires (in the opinion of the Union) reconsideration even during the currency of the settlement, the remedy should lie in efforts to sort out these matters through the well-recognised procedures rather than to resort to a strike even at the first instance. Of course it should also be pointed

out that as far as barge crew establishment are concerned, there appear to have been cases where either out of compulsion of circumstances or out of weakness, some employers have made concessions to the union, such action has encouraged similar demands being made on other establishments also. Whereas the workers appear to have been well-organised under a single union, the same cannot be said in respect of employers of barge establishments. Though the Goa Mineral Ore Exporters' Association, by and large, represent the barge owners in Goa, it would appear that there is not a unified approach to problems of industrial relations on the part of the Association. Notwithstanding that the employers' operation relates to an export oriented industry and therefore is very sensitive, a uniformity of approach and cohesion among the various members of the Association would in my view surely have avoided several of the strikes and work stoppages which had taken place.

Keeping in view the paramount importance of continued industrial harmony among the workers and the employers both in respect of barge establishments as well as MOHP, I think it is necessary to involve well agreed procedures for the settlement of industrial disputes in this sensitive field. By and large, the major terms and conditions of employment both in respect of barge crew as well as MOHP workers having been settled, it should not be difficult to evolve a system of consultative machinery by which issues as and when they crop up are speedily discussed and solutions found. Clause 16 of the settlement of 10th September, 1971 in respect of barge crew relates to the formation of a Joint Consultative Committee. This Clause reads as follows:—

«16 Regarding formation of Joint Consultative Machinery.

(a) With a view to maintain industrial peace and to build up harmonious relations in the industry, it is decided by the parties to form a Joint Consultative Committee consisting of one or more representatives of barge owners and the General Secretary of the Goa Dock Labour Union. The representatives of the barge owners on this Committee shall be any one or more from the operating panel or as would be communicated from time to time to the Goa Dock Labour Union by the barge owners or by the Association of barge owners which is under information:

- 1.
- 2.
- 3.
- 4.

(b) The Committee shall meet in the last week of each month on the date to be decided mutually by giving prior notice of 7 days.

(c) This Consultative Committee shall deal with all matters of disputes, complaints that may arise between the barge owners and the barge crew from time to time and find out a just and an amicable settlement on the issues for permanent peace in the industry.

(d) The Committee shall at its first meeting decide about its own procedures».

One should have thought that this is an ideal way of promoting industrial harmony but it would appear from the letter of the union dated the 30th October, 1973 that hardly two meetings were held of this Consultative Committee. I would suggest that the Joint Consultative Committee should be allowed to achieve the objectives expected of it. Any matter which, even should it be raised in respect of a particular employer, must come up before the Committee if that issue is of a general applicability to all the barge owners. It is only by this method it would be possible for matters of general importance being dealt with and decided upon even in respect of individual employers. Disputes or issues affecting individual employers need not, however, come up before the Committee unless, as already indicated, these have an over-all relevance to the other employers. I would also suggest that in addition to this Joint Consultative Committee at the level of the Association and the Union, it would be desirable if each employer of barge crew, particularly those who have a sizable strength of employment, also sets up a Consultative Organisation of the above type in respect of his own establishment where matters of common interest to both employers and workers could be discussed and ironed out. I would further suggest that in respect of MOHP also, it would be necessary to have such a Joint Consultative machinery set up. These Consultative bodies should, apart from discussing only matters relating to demands and grievances, also interest

themselves in improving production and productivity, work methods, work practices, etc.

The Code of Discipline provides for a procedure by which complaints of breaches of the Code could be investigated by the appropriate Industrial Relations Machinery. I find from the evidence of both the Labour Commissioner, Goa as well as the Assistant Labour Commissioner (Central) that recourse to this device has not been had. I think that investigation into major complaints of breaches of Code would, apart from having its moral sanction, also help in unearthing deep seated causes that might have resulted in breaches taking place.

It would also be advantageous if the parties both at the level of the individual Employer as well as at level of the Association agree to all unresolved issues being settled through arbitration. It would be worthwhile hammering out a standing settlement for this purpose so that all unresolved issues could automatically go to arbitration; the settlement should also provide that there will be no work stoppages arising out of these disputes. A panel of arbitrators could be maintained for this purpose which will contain names proposed by the employers' side as well as by the unions, from out of which on any particular dispute to be settled by arbitration, the parties can choose a mutually accepted arbitrator. Both in the interest of continuity as well ensuring familiarity with the industry and its working, it will be desirable not to have a different arbitrator for each occasion. The panel of arbitrators must be a small one and should, preferably, be persons within the local area of Goa so that hearings can be expeditiously held and decisions speedily given. I do not consider it necessary that arbitrators should always be persons with judicial experience and training.

It would in my view be to the mutual advantage of the employers and workers to implement the schemes of workers' education in respect of the barge crew and MOHP workmen; the worker-teachers for this purpose should be from among the workers themselves and I do not suppose that it will be difficult to identify suitable persons for being selected as worker-teachers.

Through the schemes of workers' education and the Joint Consultative Machinery, it should be possible to build up a really effective two-way communication between the employers and workers. This would also to a large extent help in the promotion of industrial harmony.

22. Before I take leave of this matter, I must confess to the handicap that I experienced in so far as the union did not participate in the later half of proceedings, particularly when evidence was being recorded and arguments heard. In the absence of Unions' participation, it had not been possible for me to know and understand its side of the case. I sincerely believe that it would have really helped me in my work if the Union had let in evidence and also cross examined the witnesses from the employers' side (as also of the Court). That could have presented a more balanced picture and may be, could have helped me to understand the position more fully. In the event, I had to go only on the basis of the one sided evidence and arguments of the employers. To this extent, it may appear that the conclusions drawn by me on issues 4, 5 & 6 appear one-sided but I could not help arriving at these conclusions on the basis of the evidence. I would only urge that the important part of the report does not relate to these issues but to the recommendations that I have made under issues 7 & 8 for improving the industrial relations in this vital sector.

23. I sincerely hope that the suggestions made by me would be understood in the spirit in which these have been made and that the parties would enter into an era of industrial peace and harmony, with the understanding and cooperation of both sides. Iron ore export industry is a vital activity for the country and no efforts should be spared to maintain the industrial relations climate in the industry at an optimum level.

24. I have great pleasure in recording my sincere thanks to all the persons and organisations who cooperated with the work of the Court and would, in particular, like to thank Shri P. K. Rele, the learned Counsel for the Employees for the able and conscientious manner in which he cooperated with the Court to make its work pleasant and easy.

T. S. SANKARAN

Dated, 20th January, 1976.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary (Industries and Labour).

Revenue Department

Notification

No. RD/LQN/153/74

Whereas by Government Notification No. RD/LQN/153/74 dated 20-6-1974 published on page 125 of Series II, No. 14 of the Official Gazette, dated 4-7-1974 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the «said land») was likely to be needed for the public purpose viz. construction of School Building at Siolim (Tropa).

And Whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied after considering

the report made under sub-section (2) of section 5A of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Land Acquisition Officer, Panaji till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village	Holding No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Bardez	Siolim (Tropa)	1/Part	210	Comunidade of Siolim.	2,000.00
Bounded on all sides by the land belonging to the Comunidade of Siolim.						
1. Shri Arjun Vaigancar.						
2. Shri Rogunath Vaigancar.						
3. Shri Dina Vaigancar.						
4. Shri Narayan Vaigancar.						
5. Shri Loximon Datta Goltekar.						
6. Shri Tucaram Gangaram Goltekar.						
Total						2,000.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. R. Arya, Secretary (Revenue).

Panaji, 17th February, 1976.

Notification

No. RD/LQN/151/75

Whereas by Government Notification No. RD/LQN/151/75 dated 24-7-1975 published on page 155 of Series II, No. 18 of the Official Gazette, dated 31-7-1975 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land, specified in the schedule appended to the said Notification (hereinafter referred to as «the said land») was likely to be needed for public purpose viz. for Slipway Service Station.

And Whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied after considering the report made under sub-section (2) of Section 5A of the said Act, that the said land specified in the schedule

hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Land Acquisition Officer, Panaji till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Bardez	Penha de Franca	—	49/Sub-Division No. 7	Comunidade of Serula. North: Road. South: River Mandovi. East: Sub-Division No. 7 part of Survey No. 49. West: Sub-Division No. 6 Part of Survey No. 49.	1,900.00
Total						1,900.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. R. Arya, Secretary (Revenue).

Panaji, 12th February, 1976.

Notification

No. RD/LQN/122/74

Whereas by Government Notification No. RD/LQN/122/74 dated 30-4-1975 published on page 55 of Series II, No. 6 of the Official Gazette, dated 8-5-1975 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the «said land») was likely to be needed for the public purpose viz. Sarada Vidyalaya High School, Cumbarjua.

And Whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied after considering the report made under sub-section (2) of Section 5A of

the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Land Acquisition Officer, Panaji till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Tiswadi	Cumbarjua	48	54/1 Part	Centro Promotor da Instrucao de Cumbarjua.	2,400.00
Boundaries:						
North, South, East and West: 2nd Addition of lote No. 85.						
Total						2,400.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. R. Arya, Secretary (Revenue).

Panaji, 16th February, 1976.

Notification

No. RD/LQN/56/75

Whereas by Government Notification No. RD/LQN/56/75 dated 1-4-1975 published on page 29 & 30 of Series II, No. 3 of the Official Gazette, dated 18-4-1975 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the «said land») was likely to be needed for the public purpose viz. construction of Government Primary School at Mayem (Bhatwadi).

And Whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied after considering the report made under sub-section (2) of Section 5A of

the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Land Acquisition Officer, Panaji till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Bicholim	Mayem (Bhatwadi)	9/Part	157	The Custodian of Evacuee Property. North, South, East and West: Bounded by Evacuee Property.	300.00
Total						300.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. R. Arya, Secretary (Revenue).

Panaji, 16th February, 1976.

Notification

No. RD/LQN/281/74

Whereas by Government Notification No. RD/LQN/281/74 dated 25-1-1975 published on page 556 & 557 of Series II, No. 45 of the Official Gazette, dated 6-2-1975 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the «said land») was likely to be needed for the public purpose viz. construction of a link road to the Government staff quarters at Altinho.

after referred to as «the said Act») that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the «said land») was likely to be needed for the public purpose viz. construction of a link road to the Government staff quarters at Altinho.

And Whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied after considering

the report made under sub-section (2) of section 5A of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Land Acquisition Officer, Panaji till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1	Tiswadi	Panaji	1	1	1. Ramnath V. K. Bambolkar. 2. Venctexa Bambolkar. 3. Narcinva Bambolkar. 4. Shrinivas Bambolkar and his wife. 5. Damodar Bambolkar. 6. Vassanta Bambolkar. 7. Pramila Gurudas Timblo. 8. Rukmini Devidas Suntankar alias Sunita Devidas Sunctankar. 9. Prema Gurudas Zuvarkar.	3,164.50
Boundaries:						
North: Mental Hospital.						
South: Land of Shri Ramnath V. K. Bambolkar.						
East: Government Land.						
West: Land of Miss Vales.						
2	—do—	—do—	2	2	Miss Augusta Iria Vales. North: Land of Miss A. Vales. East: Land of Mr. Bambolkar. West: P.W.D. road to Polytechnic.	685.50
Total						3,850.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. R. Arya, Secretary (Revenue).

Panaji, 16th February, 1976.

Government Press

Notice

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